

TERMS & CONDITIONS

CLOUD50 Switzerland GmbH

1. Scope of Application

- 1.1 These Terms and Conditions apply exclusively to all orders, deliveries and services provided by CLOUD50 Switzerland GmbH.
- 1.2 Deviating terms and conditions of the customer shall only apply if expressly confirmed in writing by CLOUD50 Switzerland GmbH.
- 1.3 These Terms and Conditions apply to all current and future business relationships unless otherwise agreed in writing.

2. Role and Responsibilities

- 2.1 CLOUD50 Switzerland GmbH provides catering and related hospitality services.
- 2.2 CLOUD50 Switzerland GmbH does not assume the role of event organizer.
- 2.3 The customer or their principal is considered the event organizer and is solely responsible for the proper organization, execution and compliance with all applicable legal requirements.
- 2.4 The customer must ensure that all relevant operational information is communicated accurately and in time, including delivery location, access procedures and contact persons.
- 2.5 The customer is responsible for ensuring adequate insurance coverage for property, financial and personal damages.

3. Orders and Contract Formation

- 3.1 Orders may be placed Monday to Sunday between 06:00 and 22:00.
- 3.2 Orders may be placed at any time. Order processing, production and delivery remain subject to operational feasibility.
- 3.3 Standard delivery times are Monday to Sunday between 06:00 and 22:00. Deliveries outside these hours are possible only by prior agreement.

- 3.4 The minimum order value per delivery is CHF 500 excluding delivery fees and additional services. Smaller orders are generally not accepted and may only be considered at CLOUD50 Switzerland GmbH's sole discretion.
- 3.5 CLOUD50 Switzerland GmbH prepares and delivers orders based solely on the information provided by the customer and shall not be responsible for errors or omissions in the confirmed order details. CLOUD50 Switzerland GmbH relies entirely on the accuracy of the provided information.
- 3.6 All delivery timings are based on the ETD (Estimated Time of Departure) provided by the customer. Incorrect, incomplete or subsequently changed ETD information may affect production, dispatch and delivery timing without affecting the obligation to pay.
- 3.7 Delivery times are indicative and based on the information provided by the customer, including the ETD. Delays caused by traffic conditions, airport procedures, security controls, weather conditions or governmental regulations do not entitle the customer to cancel the order, reduce the invoice or claim damages.
- 3.8 If specific products become unavailable due to supply limitations, CLOUD50 Switzerland GmbH reserves the right to replace them with equivalent alternatives of equal quality.
- 3.9 Short notice orders must be submitted via email during business hours and are subject to operational feasibility.

4. Short Notice Orders and Express Surcharges

- 4.1 Deliveries outside standard operating hours may incur additional surcharges due to increased operational complexity.
- 4.2 Urgent orders or modifications placed shortly before delivery may incur additional surcharges depending on operational complexity and feasibility.

5. Payment Terms

- 5.1 The following payment methods are accepted:
 - credit card payment on delivery
 - cash payment on delivery (CHF, EUR or USD)
 - online payment link by credit card
 - invoice payment within 14 days (available only to approved corporate clients)
 - billing via handling agents where agreed
- 5.2 Cash payments in foreign currencies are subject to exchange rate fluctuations and handling fees. Final amounts are determined at the time of transaction.

- 5.3 Credit card payments incur a processing fee of 2.5 percent. Payments made via online payment link incur a fee of 3.5 percent.
- 5.4 CLOUD50 Switzerland GmbH reserves the right to require full prepayment for any order at its sole discretion.
- 5.5 In the event of late payment, default interest of 5% p.a. will be charged on the outstanding amount from the due date. CLOUD50 Switzerland GmbH reserves the right to suspend ongoing and future deliveries until all outstanding balances, including accrued interest, have been fully settled. Any collection or legal enforcement costs arising from late payment shall be borne by the customer.
- 5.6 If circumstances become known that significantly reduce the customer's creditworthiness, CLOUD50 Switzerland GmbH reserves the right to withdraw from the contract or require advance payment.

6. Cancellations and Order Reductions

- 6.1 All cancellations must be submitted in writing.
- 6.2 The following cancellation conditions apply:
- Orders may be cancelled free of charge up to 24 hours before the agreed delivery time.
 - Cancellations received within 24 hours before delivery will incur a charge of 50 percent of the total order value.
 - Cancellations received within 12 hours before delivery will be charged in full.
- 6.3 Any products specifically sourced, ordered or prepared for a confirmed order that cannot be returned or reused will be charged in full, regardless of the time of cancellation, including cancellations made more than 24 hours prior to delivery.

This also applies once production has commenced.

- 6.4 Reductions exceeding 30 percent of a confirmed order are considered a partial cancellation and may be charged accordingly.

7. Services and Additional Fees

- 7.1 The following services and fees are charged where applicable:

7.2 Delivery & Logistics

Delivery fees apply and are calculated based on delivery location, airport access conditions, security requirements, timing constraints and coordination with handling

agents and airport authorities. The applicable fee will be confirmed prior to order confirmation and forms an integral part of the contract.

7.3 Operational & Peak Fees

Additional fees may apply during high-demand periods (e.g. WEF or comparable peak events), where operational capacity is limited.

High-demand operations fee: CHF 500 – CHF 1'000 per order depending on demand, availability and prevailing operational conditions. The applicable fee will be confirmed prior to order confirmation.

7.4 Standard Service Fees

- Waste disposal: CHF 60 per 10 kilograms
- Landside special procurements: CHF 90 per hour
- Dishwashing service: CHF 90 per hour

7.5 Laundry & Additional Handling

Laundry services are charged based on volume, item type and handling requirements.

8. **Waiting Times**

8.1 Waiting time may occur due to flight delays, slot changes, security procedures, handling agent operations or aircraft access procedures.

8.2 Waiting time is charged at CHF 120 per hour.

8.3 Waiting time is calculated from the agreed delivery time or chauffeur departure and is billed in 15-minute increments.

8.4 Waiting time will also be charged in cases where delivery cannot be completed due to miscoordination between crew, handling agents, or last-minute operational changes not attributable to CLOUD50 Switzerland GmbH.

9. **Customs and Regulatory Compliance**

9.1 CLOUD50 Switzerland GmbH prepares and supplies all products in compliance with applicable Swiss food safety laws and regulations.

9.2 CLOUD50 Switzerland GmbH does not procure, supply or deliver any goods that violate applicable legal, customs or aviation regulations.

9.3 When preparing catering orders, CLOUD50 Switzerland GmbH will consider known aviation and customs restrictions applicable at the time of production.

- 9.4 Once catering has been delivered and leaves the control of CLOUD50 Switzerland GmbH, the customer remains responsible for compliance with destination country regulations and airline procedures.

10. Food Safety and Allergies

- 10.1 Customers must inform CLOUD50 Switzerland GmbH at the time of ordering of any allergies, intolerances or specific dietary requirements. The customer is responsible for ensuring that all relevant order information is complete and accurate.
- 10.2 CLOUD50 Switzerland GmbH prepares all catering in accordance with applicable food safety regulations and aviation handling standards.
- 10.3 Once catering has been delivered in full compliance with food safety standards, all responsibility for storage, handling, reheating and service transfers immediately to the customer, crew, handling agent or FBO.
- 10.4 CLOUD50 Switzerland GmbH assumes no responsibility for product quality, safety or condition once the catering has left its control.
- 10.5 Any pick-up services provided are strictly limited to non-food items, including waste, equipment and laundry.
- 10.6 CLOUD50 Switzerland GmbH does not store, transport or handle previously delivered food items under any circumstances. Removed food items will not be reused, stored or reintroduced into the supply chain.

11. Delivery and Transfer of Risk

- 11.1 Risk for delivered goods passes to the customer upon handover to the customer, their representative or a designated handling agent.
- 11.2 Delivery to a handling agent or any third party appointed by the customer constitutes valid delivery.
- 11.3 Delivery is considered completed upon handover to the customer, crew, handling agent or designated third party. Confirmation via delivery note or equivalent acknowledgement may be used as proof of delivery.
- 11.4 Delivery to the aircraft is subject to airport regulations and handling procedures. The customer is responsible for ensuring that all access permissions, delivery instructions and contact persons are communicated in advance. If delivery to the aircraft cannot be completed due to access restrictions, delays or instructions imposed by the handling agent or airport authorities, delivery to the handling agent or arrival at the agreed delivery location shall be considered valid delivery.

- 11.5 CLOUD50 Switzerland GmbH prepares catering based on the aircraft and galley information provided by the customer. The customer is responsible for ensuring compatibility with onboard equipment. CLOUD50 Switzerland GmbH assumes no responsibility for limitations in storage, heating or service due to aircraft or galley constraints.
- 11.6 Once CLOUD50 Switzerland GmbH arrives at the agreed delivery location at the agreed time with the prepared order, the delivery obligation is considered fulfilled. This applies regardless of acceptance by the customer, crew or handling agent, internal coordination issues, or operational changes on the customer side. No refund, reduction or cancellation shall be granted in such cases.
- 11.7 Once delivered to the handling agent or FBO, full responsibility transfers to the customer.
- 11.8 Any delays, waiting times or delivery complications caused by crew changes, aircraft repositioning, or miscommunication between crew, handling agents or third parties shall not affect the validity of the delivery and will be charged accordingly.
- 11.9 If delivery cannot be completed due to flight cancellation, aircraft change, technical issues, mechanical failures, aviation incidents, operational circumstances, or refusal by crew or handling agents, the order remains fully chargeable once delivery obligations have been fulfilled.

12. Equipment and Materials

- 12.1 CLOUD50 Switzerland GmbH generally supplies catering using disposable packaging and service materials.
- 12.2 If any equipment, containers or service items belonging to CLOUD50 Switzerland GmbH are temporarily provided, they remain the property of CLOUD50 Switzerland GmbH.
- 12.3 All equipment must be returned without undue delay. Lost, damaged or unreturned items will be charged accordingly.

13. Data Protection

- 13.1 All customer data is treated confidentially and used solely for order processing and contractual purposes.
- 13.2 Data may be shared with third parties only when required by law or necessary for contract execution.

14. Force Majeure

- 14.1 CLOUD50 Switzerland GmbH shall not be liable for failure or delay in performance caused by events beyond its reasonable control including but not limited to strikes, natural disasters, war, terrorism, civil unrest, pandemics, airport shutdowns, governmental restrictions, security incidents, airspace closures, or any aviation-related operational disruptions beyond reasonable control.
- 14.2 Payments already made will be refunded only to the extent that no costs have been incurred.

15. Liability

- 15.1 To the extent permitted by law the liability of CLOUD50 Switzerland GmbH is limited to the net value of the delivered goods and services.
- 15.2 CLOUD50 Switzerland GmbH shall not be liable for indirect or consequential damages including loss of profit, operational disruptions or business interruption.
- 15.3 Customers must inspect deliveries immediately upon receipt. Complaints must be submitted in writing within 24 hours. After this period the delivery is deemed accepted.

16. Governing Law and Jurisdiction

- 16.1 Swiss law shall apply exclusively.
- 16.2 The place of jurisdiction and performance for all disputes arising from or in connection with these Terms and Conditions shall be Zurich, Switzerland.

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